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STATE EMPLOYMENT
RELATIONS BOARD
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AGREEMENT

This Agreement, entered into this 28th day of July, 2011 between the Board of Education of the Mansfield City School District (hereinafter referred to as the "District") and the Truck Drivers Union Local #40, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as "the Union").

ARTICLE 1

RECOGNITION

The District recognizes and acknowledges that Truck Drivers Union Local #40, affiliated with the International Brotherhood of Teamsters, is the exclusive representative of all school bus drivers, school bus aides (a.k.a. bus paraprofessionals) and mechanics for the purpose of collective bargaining subsequent to the election conducted on March 14, 2003 and certified April 17, 2003 by the State Employment Relations Board. Excluded are casual day-to-day substitute drivers and aides.

ARTICLE 2

UNION MEMBERSHIP

1. **Union Membership.** Subject to the provisions in Section 2.3 and 2.4, all employees covered by this Agreement who are members of the Union on the effective date of this Agreement, may remain members in good standing, and those who are not members on that date may become and remain members in good standing; all employees hired after the effective date of this Agreement may become and remain members in good standing.
2. **New Hires.** The District will notify the Union in writing of all new hires within ten (10) days after their having been accepted. The Union shall be furnished with the new employee's name, mailing address and the position for which he/she was hired. Such information shall only be for the official use of the Union.
3. **Dues Check-off.** An employee who is a member of the Union or who has applied for membership shall sign and deliver to the District an original assignment in the form to be prescribed by the Union authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the District shall deduct such dues from the salary check of said employee each month. The amounts deducted in

any month shall be paid to the Union by the fifteenth (15th) of the current month.

4. **Fair Share Provision.** It is agreed that all employees who do not join the Union or remain members in good standing shall be required to pay a fair share fee to the Union as a condition of employment. These provisions shall not require any employee to become a member of the Union, nor shall the fair share fee exceed dues paid by members of the Union in the same bargaining unit. The deduction of a fair share fee by the District from the payroll check of the employee and its payment to the Union is automatic and does not require the written authorization of the employee.
5. **Bona Fide Religious Exemption.** All non-members have all rights and privileges in accordance with Ohio Revised Code 4117.09(C) pertaining to bona fide religious exemption.
6. **Rebate Procedure.** The Union represents to the District that:
 - (1) An internal advanced fee reduction procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code;
 - (2) A procedure for challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union; and
 - (3) Such procedure and notice shall be in compliance with the applicable state and federal laws and the Constitution of the United States and the state of Ohio.

Where applicable, annually, the Union shall provide the District, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, the Union sends to fair share fee payers, if any, relating to the deduction of fair share fees, provided, however, that the Union may omit any information which sets forth amounts of monies the Union spends in various categories, or other specific information not necessary to comply with constitutional requirements.

ARTICLE 3

SCOPE OF REPRESENTATION

The scope of representation shall be limited to matters pertaining to wages, hours or terms and all other conditions of employment. Nothing herein may be construed to limit the right of the parties to consult on any matter outside the scope of this Agreement, to the extent that any agreement arrived at, through consultation, is reduced to writing and embodied in this Agreement or any addendum to this Agreement. The provision shall be binding on both parties.

ARTICLE 4

NEGOTIATIONS

1. **Negotiating Teams.** The District's negotiating team and the Union's negotiating team will be limited to six (6) members each per session, unless expanded by mutual agreement. All negotiations shall be conducted exclusively between said teams.
2. **Confidentiality.** There shall be no news releases concerning negotiations during the negotiations period or extensions thereof, except by mutual agreement. The bargaining teams may keep their appointing parties informed, in confidence, of the progress of negotiations.
3. **Request to Commence Negotiations.** If either party wishes to negotiate a new Collective Bargaining Agreement to take effect after the expiration of this Agreement, written notice shall be sent to the other party no later than sixty (60) calendar days before the expiration of this Agreement. Notice to the Union will be directed to the Local President and notification to the District will be to its Superintendent. If neither party sends a written notice to negotiate, all of the terms and conditions contained in this Agreement shall continue year to year

ARTICLE 5

NON-DISCRIMINATION

The District and the Teamsters Local 40 agree that no bargaining unit member shall be discriminated against because of race, color, ancestry, national origin, religious creed, political affiliation, age (over 40), sex, physical disability (including HIV and Aids), Mental disability, medical condition, marital status, sexual orientation, place of residence, denial of family care leave, membership or non-membership in the Union, or for engaging in or refusing to engage in lawful Union activities.

The district and the Union agree that no bargaining unit member shall be subjected to unlawful sexual harassment in the course of the member's employment or related Union activities.

ARTICLE 6 EMPLOYEE RIGHTS

1. Personnel Files

- A.** The personnel files of each employee shall be maintained at the District's Central Administration office. Any official file kept by the supervisor of any employee shall not contain any material that is not in the main personnel files.
- B.** Any employee shall have the right to examine and/or obtain copies of any material from his/her personnel file at the then applicable copy charge. Employees shall be permitted to inspect their files upon request. Employees shall be permitted to prepare a written response to evaluations and/or discipline in his/her personnel file and such response shall be placed in the personnel file.
- C.** Bargaining unit members will not be requested to physically insert information into or remove information from other employees' personnel files. However, employees may be requested to provide information that may be inserted into another employee's personnel file by management.

2. Employee Receipt of Discipline

Employees shall be provided a copy of any discipline. When an employee is provided or shown a copy of warnings, reprimands or other disciplinary documents, the employee shall acknowledge such receipt or opportunity to review by affixing his/her signature where indicated on the form as requested by the supervisor. Such acknowledgment is for the sole purpose of demonstrating receipt or opportunity for review and shall not constitute agreement on the part of the employee with respect to the contents of the document.

ARTICLE 7 UNION RIGHTS

1. Access to Work Areas, Bulletin Board and District Owned Facilities

- A.** Authorized agents of the Union shall have access to Transportation Department work areas for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the

Agreement is being followed. The District shall not normally schedule disciplinary hearings, investigatory meetings or other meetings at which a Union representative has the right to be present during drivers'/aides'/mechanics' working hours, except in the case of exigent circumstances. In the case of exigent circumstances, the District shall not proceed with the meeting/hearing unless a Union representative is present, unless waived by the employee in writing. Union members whose presence in a meeting/hearing is required by the District shall be released with no loss of time to participate in said hearing, meeting, etc.

- B. The District agrees to install a locking bulletin board purchased by the Union in the bus garage.
- C. Union members elected or appointed to serve as full time Union officials shall be granted leaves of absence during the period of such Union employment, without discrimination or loss of seniority rights.

2. Union Rights to Information

- A. The District will supply the Union with a "Hire Date" and seniority roster of all bargaining unit employees on the effective date of this Agreement and every semester thereafter. The roster shall indicate the employee's present classification and most recent date of hire.
- B. The District shall make available to the Union, the Board Agenda at each Board meeting open to the public and allow a Union representative to attend such meetings.

3. Orientation Sessions

If orientation sessions are held for new employees, the Union will be given an opportunity to introduce themselves to the newly hired employees.

4. Printing of Contract

The Union shall assume responsibility for printing the Contract and providing copies to all bargaining unit employees. The District shall assume responsibility for printing the contract and providing copies to appropriate management employees.

ARTICLE 8

STEWARDS

1. **Stewards.** The District recognizes the right of the Union to designate stewards and alternates from the District seniority list.
2. **Union Business.** With advance notice, Stewards will be excused from work to attend to Union business as deemed necessary by the Local Union; provided that, said absence shall not unduly disrupt the District's transportation operations. Absences for Union business shall be limited to five (5) working days per school year.
3. **Postings.** Stewards will be given a copy of all postings that pertain to the bargaining unit.

ARTICLE 9

BARGAINING UNIT WORK

1. **Bargaining Unit Work shall consist of:**
 - A. **Drivers.** All employees driving school buses which are owned and/or operated for the District for the transportation of students required to be transported by the District.
 - B. **Bus Aides.** Employees assigned to buses carrying special needs students who require an Aide as identified through the student's IEP.
 - C. **Mechanics.** Employees who maintain and repair District owned vehicles.

2. **Supervisors Working:**

Non-bargaining unit employees (except substitute drivers, substitute aides, and the Transportation Supervisor) shall not perform work of the same nature as bargaining unit employees, except in exigent circumstances where there are no qualified bargaining unit employees available to perform said work.

ARTICLE 10 GRIEVANCE PROCEDURE

1. In the event a grievance arises between the District and the Union, or an employee(s), it is understood and agreed that it shall be resolved in the following manner:

FOR GRIEVANCES OF AN EMPLOYEE OR EMPLOYEES

The aggrieved employee shall reduce the grievance to writing and present it to the Transportation Supervisor within seven (7) workdays of the event giving rise to the grievance or of the date on which the employee knew or should have known about the grievance.

Step 1 Within seven (7) scheduled workdays of receipt of the written grievance by the Director of Operations, the Union Steward, and the aggrieved employee will meet with the Director of Operations and attempt to arrive at a resolution to the grievance. The Director of Operations will provide a written answer to the grievance within seven (7) scheduled working days of the meeting to both the aggrieved employee and the Local Union.

Step 2 Failing satisfactory resolution of the grievance at Step 1, the employee or Union representative may appeal the grievance to the Director of Operations, (or designee) within seven (7) workdays of the receipt of the Step 1 answer. Within seven (7) scheduled working days of receipt of the appeal to Step 2 the Director of Operations (or designee), the Union representative, and the employee will meet. The Director of Operations (or designee) will issue a written answer to the grievance within seven (7) workdays following the Step 2 meeting to both the aggrieved employee and the Local Union.

Step 3 The Union may invoke arbitration by serving upon the District, written notice of the intent to submit the matter to arbitration within fifteen (15) calendar days following the answer provided in Step 2 of the grievance procedure.

FOR GRIEVANCES OF THE DISTRICT

Within seven (7) workdays of the event giving rise to the grievance the District shall reduce the grievance to writing and serve it upon the Union Steward.

- Step 1 Within seven (7) scheduled workdays of receipt of the written grievance by the Union Steward, the Director of Operations (or designee) will meet with the Union's designated representative to attempt to resolve the grievance. The Union will provide a written answer within seven (7) scheduled workdays of that meeting to the Director of Operations as to the Union's answer to the District's grievance.
- Step 2 Failing satisfactory resolution of the grievance in Step 1, the District may invoke arbitration by serving upon the Union written notice of the intent to submit the matter to arbitration within fifteen (15) calendar days following the answer provided by the Union in Step 1.

2. Time Limits

All the limits herein will be strictly construed, unless mutually extended by the parties in writing. Failure of the party answering the grievance to comply with any time limit shall allow the grievant to advance the grievance to the next step. Similarly, failure of the grievant to comply with any time limits herein will result in dismissal of the grievance.

3. Selection of an Arbitrator

To select an arbitrator, the party requesting arbitration shall request the American Arbitration Association to submit a list of seven (7) arbitrators from the American Arbitration Association from which to select the arbitrator. In the event either party is dissatisfied, for any reason, with the entire panel of arbitrators, a second panel shall be requested by the dissatisfied party from the American Arbitration Association. In selecting the arbitrator, each party shall alternatively strike names from the list and the remaining name shall be the arbitrator. The party requesting the arbitration shall strike first.

4. Authority of the Arbitrator

The arbitrator so selected will schedule a hearing at a mutually convenient date. All arbitrations will be held in District owned buildings or the Union Hall, alternating locations for each arbitration. The arbitrator shall have no power to alter, amend, change, add to or subtract from, or modify any of the provisions of this Agreement or any other agreement made supplementary hereto but shall render a written decision and award resolving the controversy and ordering all appropriate relief. The decision of the arbitrator shall be final and binding upon all parties to the dispute.

5. Expenses of the Arbitrator

The compensation of the arbitrator and his/her expenses incidental to the arbitration shall be borne by the party failing to prevail in the arbitration. The phrase "Failing to prevail" will be determined by the terminology used in the arbitrator's award. If the term "upheld " is used, the moving party has prevailed in the arbitration; if the term "denied" is used, the moving party has failed to prevail in the arbitration and will bear the compensation and expenses of the arbitrator.

6. Expenses of the Parties

Each party shall be responsible for all expenses incurred by it in the presentation of its case, including the payment of witnesses, if required. Either party may at its option and its own expense have the arbitration proceedings reported and transcribed. If both parties wish to have the proceedings reported and transcribed, they shall share equally in the cost of said reporting and transcription.

**ARTICLE 11
DISCIPLINE**

1. The District shall not discipline any employee without just cause. Depending on the offense and prior discipline imposed on the employee, the types of discipline to be imposed include:

- Oral Reprimand
- Written Reprimand
- Suspension of five (5) days
- Suspension of ten (10) days
- Termination

Nothing herein shall preclude the District from issuing more than one (1) oral or written reprimand, or with beginning any level of discipline based upon the seriousness of the offense. Neither oral nor written reprimands will be subject to arbitration.

2. All discipline shall be issued within Seven (7) workdays, from the time of the event giving rise to the disciplinary action, or from the time that the District knows or should have known about the event giving rise to the disciplinary action, and shall not be used for the purpose of progressive discipline for a period of more than two (2) years
3. The District agrees that, when conducting an interview with an employee, the District will not proceed with the interview after it makes a determination to discipline an employee without offering the employee the opportunity to have a steward or other available representative present. During the course of an

interview the union member at any time may excuse themselves from the interview for the purpose of having a union steward or other representative present before proceeding.

4. Video cameras are used for the primary purpose of safety and documentation of student behavior. If the information on the video recording is to be used to discipline or discharge an employee, the employer must provide the Local Union, prior to the hearing an opportunity to review the video recording used by the employer to support the discipline or discharge. Review of the recordings on a random basis will not occur.
5. **Absentee Policy** --Excessive unexcused absenteeism and tardiness will not be tolerated. The definition of excessive unexcused absenteeism within a rolling 18 month period, for One Hundred and Ninety (190) day employees and Two Hundred and Sixty (260) day employees.

One Hundred and Ninety (190) day employee progressive discipline schedule:

- A. 3 or more unexcused absents / Verbal Warning
- B. 5 or more unexcused absents / Written Warning
- C. 7 or more unexcused absents / 5 day unpaid suspension.
- D. 9 or more unexcused absents / 10 day unpaid suspension.
- E. 11 or more unexcused absents / more stringent discipline up to and including Termination.

Two Hundred and Sixty (260) day employee discipline schedule:

- A. 3 or more unexcused absents / Verbal Warning
- B. 5 or more unexcused absents / Written Warning
- C. 7 or more unexcused absents / 2nd Written Warning
- D. 9 or more unexcused absents / 5 day unpaid suspension.
- E. 10 or more unexcused absents/ 5 day unpaid suspension.
- F. 12 or more unexcused absents/ more stringent discipline up to and including Termination.

Excused Absents include; Days covered by a Dr. excuse, Jury Duty, Military Leave, Mandatory Court Appearances and Pre-approved Days. Supporting documentation is required for all excused absences.

6. **Call off Procedure.**
 1. Employee(s) will call (on the work cell Phone) the Transportation Supervisor or Designee between 5:15 and 5:30 AM. If contact is made with the Transportation Supervisor or Designee no other calls need to be made. If no answer, leave message on the Transportation Supervisor or Designee's Cell phone.
 2. After a message is left on the Transportation Supervisor or Designee's Cell phone the employee(s) are to call the bus garage and leave a message. After a message is left on both phones, no other actions are necessary.

ARTICLE 12 EQUIPMENT AND SAFETY

1. **Safe Buses.** The District and the Union agree that no vehicle shall be dispatched, nor shall a driver be required to drive or transport school children when the vehicle is unsafe for driving. The final decision as to whether a bus is safe for driving shall remain the responsibility of the Transportation Supervisor.
2. **Pre-Trip Inspections.** The job of pre-trip inspections both exterior and under the hood as described in the pre-service manual and/or District Policy shall be the responsibility of the Bus Driver assigned that trip.
3. **Student Safety.** For the safety of the students, no bargaining unit member will be responsible for administering drugs or medication to any student.
4. **First Aid.** First aid kits will be placed on all buses, permanently attached to the bus, in a consistent place on every bus.
5. **Buses will not be overloaded** in violation of any state or federal regulations.
6. **Wheelchair Students:** If the individual education plan (IEP) does not require a bus aide, an aide will be assigned when economic conditions permit.
7. **Preschool and Half Day:** Preschool and Half Day students will have an aide when economic conditions permit.
8. If a student is expelled from any bus, no other bus driver will be compelled to transport that student to or from school or any other activities during the period of the student's expulsion.
9. Drivers and aides must have access to appropriate information about the child to the degree that such information might affect safe transportation and medical well-being while being transported. This information must be available in the vehicle or readily accessible in the school transportation office and is confidential
10. To the extent possible a supervisor/designee will be on duty at all times a bus driver or mechanic is on duty. During times that the supervisor/designee is not on site, an emergency call list will be utilized. This list shall be given to all Union members and posted on the Union bulletin board. If mandatory work being performed by mechanics is dangerous in nature, the supervisor will approve additional personnel to be on site during the times this work is being performed.

11. In case of emergency. The drivers/aides will use all reasonable means at their disposal to contact proper authorities. If necessary, drivers and/or aides will be expected to perform basic first aid to the extent of their abilities.
12. Drivers will be given three (3) days notice of the addition of a new student to their route before the change will become effective. However, shorter notice may be given if mutually agreed upon by the Union member and supervisor.

ARTICLE 13 SENIORITY

1. **Seniority.** Job classification seniority shall be defined as the length of continuous employment by an employee in a particular job classification in the bargaining unit that is computed from the employee's most recent date of entry into such job classification.
2. **Seniority Lists.** There shall be posted in a conspicuous place seniority lists for each job classification in the bargaining unit. Any driver or bus aide that is assigned to a regular route will be considered to be a regular employee (not a substitute).
3. **Seniority for Employees Hired in Mass.** Employees hired in mass, (after September 17, 2008) having the same date of hire, shall be placed on the seniority list using the following criteria in order:
 - A. Effective Date(1st day worked as a Sub or Regular employee)
 - B. Board Date of Hire
 - C. Application Date
4. An employee who leaves the bargaining unit for any reason shall lose their seniority.

ARTICLE 14 HOURS OF WORK

1. **Overtime.** All overtime must be approved by the appropriate administrator. Except as otherwise provided herein all overtime hours as defined in this Agreement shall be compensated at the employee's applicable rate of pay, equal to time and one-half the applicable rate of pay of the employee for all authorized work. Overtime is defined to be any time worked in excess of forty (40) hours in any calendar week. There shall be no pyramiding of overtime hours.

2. **Minimum Call-in Time.** Drivers or Aides called in to work at a time when the employee is not scheduled to work shall receive a minimum of two (2) hours' pay at the applicable rate of pay under this Agreement. This pay provision shall also apply when an employee reports to work for a field trip, but the field trip has been cancelled and the District failed to notify the employee prior to the employee showing up for work.
3. **Calamity Days.**
 - A. All employees in active pay status shall be paid their appropriate rate of pay for all days or part of a day when schools in which they are employed are closed owing to an epidemic or other public calamity, up to five (5) days per school year.
 - B. When the schools are closed because of a public calamity and employees who are not required to be present are paid for the day, then any employee who is required to work shall receive compensatory time in the same amount of time worked. Comp time must be submitted to and approved by the Transportation Supervisor.
4. Any driver transporting students to any other regularly scheduled school (because of a difference in school schedule) outside of Mansfield City's school year schedule will be paid for all such days at the drivers' hourly rate for a minimum two hours per a.m. and/or p.m. run.

ARTICLE 15 LAYOFF AND RECALL

1. Whenever it becomes necessary to reduce the number of employees in a job classification due to abolition of a position for lack of funds, or lack of work, employees in that classification shall be laid off in the inverse order of seniority under the following rules:
 - A. The person with the lowest job classification seniority in the classification affected shall be the first laid off.
 - B. In refilling vacancies caused by such layoffs, employees shall be recalled in the reverse order of layoffs.
 - C. A person laid off under (A) above shall have the right to bump into a job classification within the bargaining unit on the basis of his/her bargaining unit seniority and qualifications at the time of layoff.

- D. Laid-Off employees will have first call, in seniority order, for all available work before a sub driver or sub aide. Laid-Off employees shall be paid the sub rate of pay for this work.
- E. A person on layoff shall maintain her/his recall right for a period of eighteen (18) months from the date of layoffs.

ARTICLE 16

BIDDING PROCEDURE

1. All vacancies which shall be defined as a position previously held by a bargaining unit member who has resigned, retired, died or been terminated, or a newly created position will be posted on the bulletin board for a minimum of five (5) business days before it is to be filled. The district reserves the right to determine whether a vacancy shall be filled. If the District needs to have a position filled for more than (60) calendar days in a school year it will be posted for bid. This provision shall not include positions that are vacant due to an employee's approved leave of absence
2. All regular Am, PM, Mid-Day, and After-school routes for Drivers and Aides shall be bid annually. All routes will be posted no less than 10 days prior to the start of school. All routes will be awarded no less than five days prior to the start of school. If any route cannot be posted 10 days prior to the start of school, The Union will be notified in writing as to the reason it couldn't be posted and the date the route will be posted.
3. All eight hour routes will be bid annually. The bid will contain the starting time of the route. The eight hour driver may be parked for up to one (1) hour a day that will be considered lunch or idle time by the district. The one (1) hour may be divided into two ½ hour increments.
4. If a bus driver or aide's route changes by fifteen (15) minutes or more on a regular basis, the employee is eligible to exercise their bumping rights.
5. All classifications shall be afforded the opportunity to bid on all vacant positions. The vacant position shall be awarded to the most qualified senior bidder in the particular bid classification. If no particular classification employee(s) bid, it will be awarded to the most qualified senior employee in the bargaining unit.
6. To bid a driving job the bidder must have a valid commercial driver's license, with proper endorsements and be certified to transport students at the time of the bid and be insurable under the District's then current insurance policy.

7. Any bid Mid-day or After School route that becomes vacant for any reason will first be offered to the regular available employees in line of seniority before it can be offered to a Sub. If a vacancy requires a sub for an Aide position and no regular Aide is available, then it will be offered to the most senior driver at the Sub-Aide rate.

Article 17 Shop Employees

1. **Duties:** Mechanics/Shop employees will have the responsibility of maintenance and repair of District owned vehicles and ordering parts as needed for repairs.
2. **Lose of License:** If a mechanic losses his or her driving privileges for traffic violations or any reason that is not a direct result of a Felony Conviction, it will not be grounds for termination or the loss of seniority. The employee shall continue to work in his/her classification for a maximum period of three (3) years or until his/her license is reinstated.
3. **Regular Hours:** Their will be a 6:00 AM to 2:30 PM and 8:00 AM to 4:30 PM shift. The shifts will be bid annually, and the work week will be Monday through Friday. In the event a Mechanic is absent for Vacation, Medical Leave or Personal Leave, the unfilled coverage can be filled by mutual agreement between the Mechanic on duty and the Transportation Supervisor. Over time shall be offered in line of seniority starting with the senior employee.
4. **Summer hours:** The shop employees shall be on 6:00 AM to 2:30 PM shift. The summer shifts will commence on the first day after the conclusion of the school year. The regular shifts will resume the first day of the new school year
5. **Break Period:** The break periods will be one 15 minute break in the AM and one 15 in the PM and 30 minute unpaid lunch break taken between the 3rd and the 6th hour.
6. **Uniforms:** The District will supply 5 sets of Uniforms a week and will pay the full price of purchase, maintenance and laundering. Each mechanic will receive one (1) pair of work boots per fiscal year provided by Districts Uniform Company and ordered through the Transportation Supervisor.
7. **Call In** Any time a mechanic is called out to work after his/her normal scheduled shift or before his/her normal scheduled shift or on the weekend, will be paid a 2 hour minimum and anytime worked over 2 hours will be paid at all time spent.

8. **Tools:** The District agrees to pay the replacement cost of personal tools damaged or broken in the performance of the day to day duty's of the mechanics with the Director of Operations approval.

ARTICLE 18 EXTRA WORK

1. **Assignment of Additional Work.** All extra work shall be offered based on job classification seniority with a cap of forty (40) hours per week. If the senior driver/aide has already taken extra work assignment(s) for that week and another one would extend him/her over forty (40) hours for that work then the next senior driver/aide will be given the next assignment. If all the bargaining unit volunteers are already scheduled for over forty (40) hours for that week it will be given to the most senior bidder.

If there are insufficient bargaining unit volunteers the District will first offer the extra work to substitutes but then will have the right to mandate employees work additional hours beyond the regular schedule, if circumstances require. When the additional work needed does not require all of the Drivers, Mechanics, and/or Aides, the District will go by job classification seniority starting with the least senior who does not have forty (40) hours scheduled for that week in assigning the additional work.

2. **Summer School.** All summer school routes will be posted for bid. When time permits, the bid will remain posted for a minimum of five (5) consecutive business days and the bid will be awarded at least five (5) business days before the beginning of summer school/work, when possible. Summer School work shall be paid at the field trip rate.

The posted positions shall be awarded in the following order:

- A. By seniority within the classification.
- B. By seniority to all qualified bargaining unit employees outside of the classification.

In the event summer work remains unfilled, the least senior employees in the classification will be required to do the work.

3. **Field Trips.** All field trips and extra work will be posted for bid. Bids will remain posted for a minimum of five (5) consecutive business days and the bid will be awarded at least five (5) business days before the work is to be performed.

- A. **Field trips and Extra work:** All will have a two (2) hour minimum guarantee at the field trip rate. Drivers shall be paid for all hours worked, including time spent in pre and post trip inspections and fueling of the bus, picking up, dropping off, driving the bus and waiting at trip sites. Aides shall be paid for all hours worked.
 - B. **Lodging & Meals:** Any employee in the bargaining unit who, as a result of a Field Trip assignment, must be lodged away from home overnight shall be provided a private room at the same facility as the trip participants. Meals will be reimbursed up to \$8 for breakfast, \$8 for lunch, and \$16 for dinner with proper receipts for those overnight trips.
 - C. **Break at trip site:** After consultation and agreement with the Coach/Teacher or other individual in charge of the field trip, the driver and aide (if any) may leave the trip site for up to one hour at a time to take a meal break.
- 4. Rural Life Center and job site runs not part of a regular route will be posted as a Field Trip and awarded by job classification seniority.
 - 5. The position of Driver/Trainer shall be assigned to the most senior qualified Driver(s) for the position. Driver/Trainers shall receive pay for all time spent training at the field trip hourly rate, plus one dollar (\$1.00) per hour. Re-Certification/ Training work shall be assigned to the most senior Driver/Trainer available to perform said work at the time scheduled by the Transportation Supervisor. All Driver/Trainer work shall first be offered to bargaining unit members before going to an outside source, except in the case of a conflict of interest between District and the trainee.

ARTICLE 19 EMPLOYEE FACILITIES

- 1. **Facilities.** The District agrees to maintain separate clean and sanitary washrooms for men and women, having hot and cold running water and toilet facilities. The District also agrees to maintain sanitary drinking water at all locations, an adequate and clean lunchroom, and an emergency first aid kit at the Garage.
- 2. **Uniforms.** The District shall pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, emblems and cards required by the District to be worn or used by bargaining unit employees.

3. **Safety Equipment.** Should the District require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.

ARTICLE 20 LEAVES OF ABSENCE

1. Assault Leave

- A. An employee who is unable to work because of a physical disability resulting from an assault received in the course of employment, "That was proven unprovoked or unjustified" in the discharge of other officially assigned duties of the District shall be maintained in full pay status, on assault leave, for the duration of their disability, but not to exceed one hundred twenty (120) days. Assault leave granted under these conditions shall not be charged against sick leave earned or unearned.
- B. An employee must seek medical attention as soon as reasonably possible from the time she/he has knowledge of an injury, must immediately report the assault to a supervisor or the Transportation Supervisor and must complete an incident report form and an assault leave form in order to be eligible for this benefit. The District may make reasonable modifications of the incident forms and the assault forms from time to time. The Union will receive a copy of any modified forms. The employee shall furnish a certificate from a licensed physician stating the nature of the disability and its anticipated duration which should accompany an assault leave form furnished by the District. Any assault leave extending five (5) work days shall be subject to review by a District-appointed physician, including a physical examination at the physician's discretion to justify the use of assault leave. Falsification of either a signed statement or a physician's certificate will be grounds for suspension or termination of employment.
- C. Any employee granted assault leave shall have his/her health insurance benefits continued for the duration of his/her disability, to the extent that the employee is physically unable to return to work during that time and otherwise meets the requirements set forth in paragraph B of this Section.
- D. The District may require any employee who receives wage compensation while in full pay status, from any public entity, including but not limited to the Bureau of Workers' Compensation, to immediately upon receipt of such proceeds pay those over to the favor of the Mansfield Board of Education.

2. Medical Leave

- A. An employee who presents satisfactory evidence of disability, due to an illness or accident, excluding Workers' Compensation and Assault Leave, shall be granted a leave of absence for a specified period of time; not to exceed two (2) consecutive years. Employees may use accumulated and unused sick leave for the period of disability. Any employee on Medical Leave for illness or other disability and has exhausted all accumulated sick leave shall have insurance paid for by the District for a period of one (1) year.

The leave of absence for disability due to an illness or accident shall be granted based upon proper application by the employee on forms provided by the District. As soon as practicable after the disability is confirmed, the employee must provide to the District, a written statement, signed by the attending physician, indicating the date on which it is expected that the employee will be physically able to perform his/her regular duties and that the employee can work after that date without undue risk of injury.

- B. When an employee returns from an approved medical leave, he/she will be eligible to bump based on seniority.

3. Special Privilege Leave. Employees may use Accumulated Sick Leave for the following:

- A. Religious holidays not included in the school's calendar (e.g. Jewish Holy Days, Eastern Orthodox Christmas)
- B. Compulsory court appearance (substantiated)
- C. Employees shall be allowed use of up to five (5) sick days due to the death of a member of his/her immediate family. Immediate family for this provision shall include spouse, child, parent, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, brother or sister, and legal dependents. One (1) day shall be allowed to attend a funeral of a niece, nephew, aunt, uncle, brother-in-law, and sister-in-law. In all cases a sick leave request shall be completed and submitted to the Transportation Supervisor.

4. Jury Duty. Employees will be paid by the District while serving on jury duty, providing that they complete a Request to Serve on Jury Duty Form and comply with applicable District regulations.

- A. Employees must report at once to the Transportation Supervisor/Designee if released prior to their next regular run.

- B. Within ten (10) working days following completion of the jury duty assignment, payment that the employees receive for such service must be submitted to the Treasurer's office. Payment must be in the form of a check or money order made payable to the Mansfield School District.
- C. Employees will be paid their regular daily rate of pay (not to exceed eight (8) hours per day) while performing jury duty which interferes with their scheduled regular routes.

ARTICLE 21 PAY PROVISIONS

1. **Regular Rate of Pay:** Pay scales for Drivers, Aides and Mechanics are attached at Exhibit A. Employees are responsible to ensure proper paperwork showing CDL licenses, years of service, and educational achievements are documented in their personnel files. Payment will be made based on documentation.
2. **Time Clocks:** Employees will be required to punch in a time clock at the beginning and at the end of their scheduled work. All employees understand that under no circumstance is anyone to punch the time card of any other employee. Failure to abide by this regulation will result in termination of the offending employee. A Time clock printout will be issued bi-weekly, by pay period, at the request of the employee. The request will be made in writing, by way of a permanent list kept by the Transportation supervisor.
3. **CDL Renewal:** Any bargaining unit employee possessing a Commercial Drivers License (CDL) will be reimbursed for the complete cost of renewal of their license. Any cost incurred of driver re-certification and or any additional certifications mandated by the district, state or federal law, for any employee will be paid for by the district, except for time spent by the employee.
4. **Direct Deposit:** All employees will have direct deposit. Any District payroll error resulting in a payment error that is over One Hundred (\$100.00) dollars in gross pay will be corrected by issuing a special pay within five (5) workdays of the pay date the error occurred. All other errors will be corrected in the next regular pay.
5. **Field Trips, Extra Work, After-School routes and Summer School:** The applicable hourly rate for field trips, extra work After-School routes and Summer School will be as follows:

August 1, 2011 \$13.00

6. In the event, a student is missed when a driver is at the assigned pick-up point at the designated time (at home or school), and the driver is required to return to pick-up the student, the driver will receive pay for all extra time spent picking up the student at the drivers' hourly rate.
7. In the event a student cannot be delivered because the parents and/or guardian is not at home and the driver is required to return the student to their home at a later time, the driver will be paid for all extra time spent at the drivers' normal hourly rate.
8. All employees that are mandated to attend meetings by the District shall be paid for all extra time spent, at the employee's applicable hourly rate (Driver, Aide, District Mechanic Head Mechanic), with a minimum guarantee of One (1) hour's pay.
9. **Mileage:** Any employee in the bargaining unit that uses their personal vehicle on District business, or to attend any functions or training shall be reimbursed the amount set forth in the District's applicable policy for all miles driven on behalf of the District. This amount shall be payable in a separate check drawn against the District funds as soon as practicable, but not to exceed one (1) month following the submission of the documented claim by the employee in the bargaining unit.

**ARTICLE 22
NO STRIKE/NO LOCKOUT**

Employees represented by the Union shall not engage in any strike or work stoppage during the life of this Agreement, nor will the District engage in a lockout during the life of this Agreement.

**ARTICLE 23
HOLIDAYS**

1. The following paid holidays are recognized by the District for regular employees:
 - New Year's Day
 - President's Day
 - Martin Luther King Day
 - Good Friday
 - Labor Day
 - Thanksgiving Day
 - Friday after Thanksgiving

Memorial Day
 Independence Day (only 12 month employees)
 Christmas Eve Day
 Christmas Day
 New Year's Eve Day

2. To qualify for paid holidays, the employee must be on paid status on his/her last regularly scheduled workday preceding the holiday, and the first scheduled workday immediately following the holiday.
3. Any holiday which falls on a Sunday (or Saturday, in the case of Christmas or New Year's) will be observed the following Monday.
4. In addition to the paid holidays each regular employee will have three (3) personal days. Personal days will be approved on a first come, first serve basis. The Transportation Supervisor will only be obligated to grant one (1) personal day, per classification but may approve more, for all available work days. All pre-approved personal days shall be granted. From the date the employee requests the personal day in writing, the Transportation Supervisor shall return the written approval to the employee within 72 hours. Personal days may be changed by mutual agreement between the employee and the Transportation Supervisor.
 No personal days will be approved for the first two (2) weeks and the last two (2) weeks of school based on the particular route, or immediately before or after a holiday or vacation day. Exceptions to leave, during this time period, may be made by submitting documentation to the Director of Operation for consideration of approval.

**ARTICLE 24
 VACATION**

1. Each twelve (12) month regular employee who is scheduled for a minimum of thirty (30) hours weekly will be granted annual vacation as follows:

First 48 months of employment	10 days (accrued at .833 days per month)
49 – 108 months of employment	15 days (accrued at 1.25 days per month)
109 – 228 months of employment	20 days (accrued at 1.666 days per month)
229 months or more	25 days (accrued at 2.083 days per month)

2. Employees do not earn vacation pay during any month that he/she is not in a paid employed status (i.e., on medical leave, etc.).
3. Employees can carry over up to seven (7) days past their annual vacation leave allocation per year.
 - A. All vacation requests must be submitted thirty (30) days in advance of date(s) requested for review. The thirty (30) day requirement may be waived by the appropriate manager if unusual conditions exist. All routine requests for vacation will be returned to the employee at least ten (10) days prior to the date(s) requested.
 - B. All vacation requests are subject to the review and approval of the administration. Vacation will not be approved on the first or last day of school.
 - C. No vacation leave will be granted during the first six (6) months of employment of a new employee.
 - D. No vacation leave can be advanced to an employee who has either exhausted his/her sick leave accumulation or is in his/her first six (6) months of employment. Unpaid leave shall be granted at the discretion of the appropriate manager, with approval of the administration.
 - E. Vacation time may be used only in one-half (1/2) day or day increments.

ARTICLE 25 INSURANCE

1. The parties agree to amend Article 25, (formerly Article 24), Section 1, of the Collective Bargaining Agreement between the Board and the Union to clarify how health insurance eligibility will be determined, so Article 25, Section 1, shall read:
 - "A. Employees must work at least 20 hours per week on a regular basis to qualify for health insurance benefits. In determining if an employee works the required 20 hours per week, an employee assigned to both an a.m. and a p.m. route shall be considered to have worked 2 hours per day for his/her regular a.m. route, 2 hours per day for his/her regular p.m. route, and 2 hours per day for his/her regular midday route, if any. In the case of an employee assigned only to an a.m. route or only to a p.m. route, the employee shall be considered to have worked 2 hours per day for any regular midday route, plus the daily clock time of his/her a.m. or p.m. route (calculated by averaging two weeks of recorded time

prior to the end of September, as may be verified by the Transportation Supervisor riding the route).

B. District will choose the provider. Employees will have the same insurance plan and coverage as the non-certificated staff except that those employees regularly working at least 20 hours per week will be treated similarly to those non-certificated staff regularly working 30 hours per week. Upon ratification, coverage shall remain the same or as similar as possible, the employee cost will not be increased throughout this agreement.

C. If an employee is eligible for and opts to take insurance during a school year, but is assigned to an a.m. only or p.m. only route for the following school year that would not (by itself) make the employee eligible for insurance, the employee will be advised of his/her eligibility for continuation of insurance coverage under COBRA commencing with the first day of the following school year. If the employee then obtains a midday route that, combined with the a.m. only or p.m. only route, is subsequently determined to give him/her enough hours to be eligible for renewed insurance coverage and the employee desires such coverage, then the employee shall elect COBRA coverage to cover the period between the beginning of the school year and the date the midday route begins. The Board will ask the insurance company for an effective date for renewed coverage of the date the midday route began and will pay the premiums due to obtain COBRA coverage for the period between the beginning of the school year and the date the midday route began. If the employee does not obtain a midday route and continues to be ineligible for insurance, he/she will still have the option to elect COBRA coverage at his/her own expense, as provided for by law.

D. If an employee is not eligible for insurance in a given school year and is assigned to an a.m. only or p.m. only route for the following school year that would not (by itself) make the employee eligible for insurance, the employee will continue to be ineligible for insurance unless he/she obtains a midday route that, combined with the a.m. only or p.m. only route, is subsequently determined to give him/her enough hours to be eligible for renewed insurance coverage. If the employee obtains such a midday route and elects insurance coverage, then the Board will ask the insurance company for an effective date for coverage of the date the mid-day route began.”

2. The District shall maintain liability insurance coverage for all bargaining unit employees, which is part of the District's insurance policy.

ARTICLE 26 SICK LEAVE

1. Each regular employee shall accrue one and one quarter (1.25) sick days for every month in which they are in pay status for at least five (5) days. For each sick day taken, employees shall be paid their regular daily rate of pay. Employees shall be allowed to accumulate a maximum of two hundred fifty-five (255) days. Employees may use sick leave for absence

due to personal illness or injury. Sick leave may also be used for absence due to illness or injury in the immediate family (defined for this provision as: siblings, spouse, child, parents and legal dependants).

2. A bargaining unit employee who renders service on a part-time basis shall accumulate sick leave at the same rate as that granted full-time employees.

ARTICLE 27 SAVINGS CLAUSE

Any provision of this Agreement which may be in violation of State or Federal laws, State or Federal Acts, statutes, regulations or orders, or any revision thereof, now effective or which may become effective during the term of this Agreement, shall be considered void. In the event that any provision of this Agreement is thus voided, the balance of the Agreement and its provisions shall remain in effect for the term of the Agreement. Either party shall, at the request of the other, negotiate with respect to the subject matter of such voided provisions of this Agreement, but such negotiations shall not include other terms or provisions of this Agreement, except to the extent that they are affected by the voided provision of this Agreement.

ARTICLE 28 WORK RULES

When existing work rules are changed or new work rules are established, the Union shall receive a copy of the changed or new work rule no later than fifteen (15) days prior to implementation of the rule. Work rules will not be changed after the beginning of the new school year, unless changes are mandated by new board policy. If new board policy is enacted, the Transportation supervisor will contact the Local Union and a meeting will be scheduled to discuss the new changes. To the extent that any work rules are ruled inconsistent with the terms of this Agreement by an Arbitrator or are found in violation of Federal, State or Local Law, they are void. In addition to any rights afforded by statute, the Union retains the right to challenge the application, interpretation and/or reasonableness of any work rule, through the grievance and arbitration procedure of this Agreement.

ARTICLE 29 SEVERANCE PAY

Severance pay will be granted for one-fourth (1/4) of accrued, but unused sick leave up to a maximum of forty-four (44) days at the per diem rate to all employees under the following provisions:

1. The employee must be eligible for retirement under the policies set by the School Employees Retirement System and must actually retire and start drawing reimbursement from School retirement at the time he/she leaves the employment of the Mansfield City Board of Education.
1. Payment will be based on the employee's rate of pay at retirement and will eliminate all sick leave accrued by the employee at the time.

ARTICLE 30 MANAGEMENT RIGHTS

It is understood and agreed that the District has all the customary and usual rights, powers, functions and authority of management including the direction of the work force and the operation of the Transportation Department, the right to hire, suspend or discharge for proper cause, transfer, relieve employees from duty for lack of work or for other legitimate reasons except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement or by any written supplement to this Agreement arrived at through the process of collective bargaining between the District and the Union and executed by each party.

ARTICLE 31 PROBATIONARY and REPLACEMENT EMPLOYEES

New employees shall serve a probationary period consisting of the first sixty (60) days actually worked (i.e., completed workdays excluding paid or unpaid leaves of absence). Those new employees shall not have seniority rights during the probationary period but those who remain beyond sixty (60) workdays shall have full seniority rights effective on their date of hire. During the probationary period, O.R.C. 3319.081(C) will be inapplicable to the contracts of such employees, and such contracts may be terminated at the discretion of the District during the sixty (60) day probationary period. Such decisions will not be arbitral.

**ARTICLE 32
TERM OF AGREEMENT**

The Board of Education of the Mansfield City School District and the Truck Drivers Union Local #40 agree that this Collective Bargaining Agreement will expire at midnight on the 31st day of July, 2014 unless extended by mutual written agreement of the two parties or by the provisions contained in Article 4, Section 3.

In witness hereof:

TRUCK DRIVERS UNION LOCAL #40
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

MANSFIELD CITY SCHOOLS

By: _____

Its: President

MANSFIELD BOARD OF
EDUCATION PRESIDENT

Negotiating Committee Representative

Mansfield City Schools
Treasurer

Negotiating Committee Representative

Negotiating Committee Representative

EXHIBIT A

Drivers on regular AM, PM, Mid-Day /or After-School routes will receive at least two (2) hours pay for each route completed.

All Aides whose current rate is in excess of the top wage rate listed in the table will receive their current wage rate.

Longevity pay will be at the rate of \$150.00 at ten years, and \$300.00 at fifteen years.

Contractual Pay Rates will be as follows:

Hourly rate Driver (AM, PM, Mid-day)		Hourly rate Bus Aide	
Year 0	\$14.00	Year 0	\$10.12
1	\$14.50	1	\$10.32
2	\$15.00	2	\$10.53
3	\$15.50	3	\$10.74
4	\$16.00	4	\$10.96
5	\$16.50	5	\$11.20
6	\$17.00	6	\$11.45
7	\$17.50	7	\$11.75

Hourly Rate Special Needs Routes
\$18.76

Hourly rate District Mechanic		Hourly rate Head Mechanic	
Year 0		Year 0	
1	\$14.46	1	\$16.38
2	\$15.28	2	\$17.25
3	\$16.06	3	\$18.17
4	\$16.93	4	\$19.15
5	\$17.81	5	\$20.16
6	\$18.78	6	\$21.26

A1 Bargaining unit members employed at the time of ratification of the contract by the Board will receive a signing bonus of \$350.00 for full time employees.

A2 A fund of \$10,000.00 shall be established annually starting by July 1, 2011, by the Board of Education for incentives. The Superintendent and ranking Teamster Officer shall meet to decide how the money is to be awarded. This incentive is to be used for employees who go above and beyond the call of duty in performing their job functions. Teamster members may be nominated by the Transportation Director, Board Member or Staff Member for this incentive.

A3 Salary and Benefits shall stay the same for the duration of the contract. Step increases will take place if employees are eligible.

A4 Merit Pay

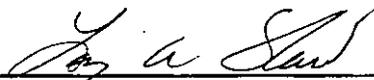
If merit pay becomes law, it shall be defined as:

A pay system that supplements a single salary schedule and is accessible to everyone on a voluntary basis. It shall include, but not be limited to attendance, longevity.

A committee, made up of a majority of Transportation members shall be established by the Teamsters Union and the Board of Education to develop the merit pay compensation.

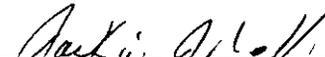
A5 Duration effective August 1, 2011 through July 31, 2014.

TRUCK DRIVERS UNION LOCAL #40
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

By: 

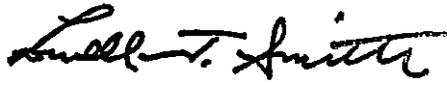
Its: President


Negotiating Committee Representative

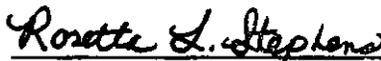

Negotiating Committee Representative


Negotiating Committee Representative

MANSFIELD CITY SCHOOLS



MANSFIELD BOARD OF
EDUCATION PRESIDENT


Mansfield City Schools
Treasurer

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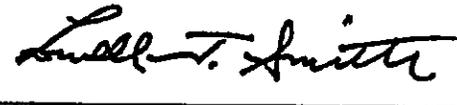
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TRUCK DRIVERS UNION LOCAL #40
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

MANSFIELD CITY SCHOOLS

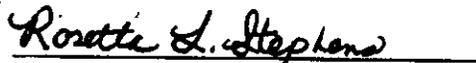
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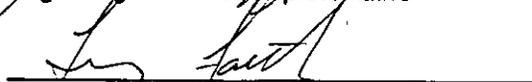
Its: President

MANSFIELD BOARD OF
EDUCATION PRESIDENT


Negotiating Committee Representative


Mansfield City Schools
Treasurer


Negotiating Committee Representative


Negotiating Committee Representative